

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|----------------------------|-------------------------------------|----------------------|-------------------------|
| SUBMISSION TYPE: | NEW ASSIGNMENT | | |
| NATURE OF CONVEYANCE: | SECURITY INTEREST | | |
| CONVEYING PARTY DATA | | | |
| Name | Formerly | Execution Date | Entity Type |
| ltron, Inc. | | 08/05/2011 | CORPORATION: WASHINGTON |
| RECEIVING PARTY DATA | | | |
| Name: | Wells Fargo Bank | | |
| Street Address: | 601 West First Avenue | | |
| Internal Address: | Suite 900 | | |
| City: | Spokane | | |
| State/Country: | WASHINGTON | | |
| Postal Code: | 99201 | | |
| Entity Type: | National Association: UNITED STATES | | |
| PROPERTY NUMBERS Total: 57 | | | |
| Property Type | Number | Word Mark | |
| Registration Number: | 3104587 | ADAPTA-LINK | |
| Registration Number: | 2438984 | CENTRON | |
| Registration Number: | 3917351 | CHOICECONNECT | |
| Registration Number: | 3917352 | CHOICECONNECT | |
| Registration Number: | 3857177 | CHOICECONNECT | |
| Registration Number: | 3931271 | CHOICECONNECT | |
| Registration Number: | 3133775 | CONSERVATION STATION | |
| Registration Number: | 3114779 | ENDPOINT-LINK | |
| Registration Number: | 3009291 | ENDPOINT-LINK | |
| Registration Number: | 3180306 | ENDPOINT-LINK PRO | |
| Registration Number: | 3232764 | ENDPOINT-LINK PRO | |
| Registration Number: | 1488241 | ERT | |
| Registration Number: | 3048311 | FIELD-PRO | |

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| Registration Number: | 1736173 | FULCRUM |
| Registration Number: | 3779596 | HH-PRO |
| Registration Number: | 1519639 | ITRON |
| Registration Number: | 1534650 | ITRON |
| Registration Number: | 1534229 | ITRON |
| Registration Number: | 1921754 | ITRON |
| Registration Number: | 3206569 | ITRON |
| Registration Number: | 3206568 | ITRON |
| Registration Number: | 3268925 | ITRON |
| Registration Number: | 1620876 | ITRON |
| Registration Number: | 2700984 | ITRON |
| Registration Number: | 2832366 | KNOWLEDGE TO SHAPE YOUR FUTURE |
| Registration Number: | 2459765 | METRIS |
| Registration Number: | 2735163 | MV-90 |
| Registration Number: | 2791828 | MV-RS |
| Registration Number: | 2960683 | NVANTA |
| Registration Number: | 2960682 | NVANTA |
| Registration Number: | 2990186 | NVANTA |
| Registration Number: | 3354275 | OPENWAY |
| Registration Number: | 3779613 | OPENWAY |
| Registration Number: | 3786311 | OPENWAY |
| Registration Number: | 3786312 | OPENWAY |
| Registration Number: | 1762009 | PC-PRO |
| Registration Number: | 1929925 | PC-PRO+ |
| Registration Number: | 1732595 | PRO-READ |
| Registration Number: | 1725344 | QUANTUM |
| Registration Number: | 2742864 | SENTINEL |
| Registration Number: | 3124184 | SERVICE-LINK |
| Registration Number: | 3088235 | SERVICE-LINK |
| Registration Number: | 3613542 | WATER SAVESOURCE |
| Registration Number: | 3613541 | WATER SAVESOURCE |
| Registration Number: | 3617209 | WATER SAVESOURCE |
| Registration Number: | 3613591 | WATER SAVES URCE |
| Registration Number: | 3613590 | WATER SAVESOURCE |
| Registration Number: | 3613589 | WATER SAVES URCE |

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| | 77797314 | ITRON |
| Serial Number: | 77797351 | ITRON |
| Serial Number: | 85360871 | PC-PRO+ |
| Serial Number: | 77421643 | SAVESOURCE |
| Serial Number: | 77421644 | SAVESOURCE |
| Serial Number: | 77421647 | SAVESOURCE |
| Serial Number: | 77421649 | SAVESOURCE |
| Serial Number: | 77421639 | WATER SAVESOURCE |
| Serial Number: | 77442208 | WATER SAVESOURCE |

CORRESPONDENCE DATA

Fax Number: (917)777-4104
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 212-735-3000
 Email: mmcguire@skadden.com
 Correspondent Name: Skadden, Arps, Slate, Meagher & Flom LLP
 Address Line 1: Four Times Square
 Address Line 2: Attn: Greg Norman, Esq.
 Address Line 4: New York, NEW YORK 10036

| | |
|-------------------------|-------------|
| ATTORNEY DOCKET NUMBER: | 597600/30 |
| NAME OF SUBMITTER: | Greg Norman |
| Signature: | /GN/ |
| Date: | 08/16/2011 |

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of August 5, 2011 (this "Trademark Security Agreement"), by ITRON, INC., (the "Pledgor") in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION, in its capacity as collateral agent pursuant to the Credit Agreement (in such capacity, the "Collateral Agent").

W I T N E S S E T H:

WHEREAS, the Pledgor and the Collateral Agent are parties to that certain Credit Agreement of even date herewith (the "Credit Agreement");

WHEREAS, as contemplated by the Credit Agreement, the Pledgor is party to a Security Agreement of even date herewith (the "Security Agreement") in favor of the Collateral Agent pursuant to which the Pledgor is required to execute and deliver this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and to induce the Collateral Agent, for the benefit of the Secured Parties, to enter into the Credit Agreement, the Pledgor hereby agrees with the Collateral Agent as follows:

SECTION 1. Defined Terms. Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

SECTION 2. Grant of Security Interest in Trademark Collateral. As collateral security for the payment and performance in full of all the Secured Obligations, the Pledgor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties, a lien on and security interest in all of the right, title and interest of the Pledgor in, to and under the following property, wherever located, and whether now existing or hereafter arising or acquired from time to time:

(a) all Trademarks of the Pledgor, including, without limitation, the Trademarks of the Pledgor listed on Schedule I attached hereto;

(b) all Goodwill associated with such Trademarks; and

(c) all Proceeds of any and all of the foregoing.

Notwithstanding anything to the contrary contained in clauses (a) through (c) above, the security interest created by this Trademark Security Agreement shall not extend to any Excluded Property.

SECTION 3. Security Agreement. The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to the Collateral Agent pursuant to the Security Agreement and the Pledgor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Trademarks made and granted hereby are more fully set forth in the Security Agreement. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall control unless the Collateral Agent shall otherwise determine.

SECTION 4. Recordation. The Pledgor hereby authorizes and requests that the United States Patent and Trademark Office Commissioner for Trademarks record this Trademark Security Agreement.

SECTION 5. Termination. Upon the payment in full of the Secured Obligations and termination of the Security Agreement, the Collateral Agent shall execute, acknowledge, and deliver to the Pledgor an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the Trademarks under this Trademark Security Agreement.

SECTION 6. Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering one or more counterparts.

[signature page follows]

IN WITNESS WHEREOF, the Pledgor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

Very truly yours,

ITRON, INC.

By: _____

Name: _____

Title: _____



Steven M. Helmbrecht
Sr. Vice President & CFO
Ittron, Inc.

Trademark Security Agreement

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Accepted and Agreed:

WELLS FARGO BANK, NATIONAL ASSOCIATION,
as Administrative Agent

By: 

Name:

Title:

Trademark Security Agreement

TRADEMARK

REEL: 004605 FRAME: 0718

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

See Attached.

Schedule I
To
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark Registrations:

| U.S. Trademark Registrations Owner | Trademark | Reg. No. | Reg. Date |
|---|----------------------|-----------------|------------------|
| ltron, Inc. | ADAPTA-LINK | 3,104,587 | 6/13/2006 |
| ltron, Inc. | CENTRON | 2,438,984 | 3/27/2001 |
| ltron, Inc. | CHOICECONNECT | 3,917,351 | 2/8/2011 |
| ltron, Inc. | CHOICECONNECT | 3,917,352 | 2/8/2011 |
| ltron, Inc. | CHOICECONNECT | 3,857,177 | 10/5/2010 |
| ltron, Inc. | CHOICECONNECT | 3,931,271 | 3/15/2011 |
| ltron, Inc. | CONSERVATION STATION | 3,133,775 | 8/22/2006 |
| ltron, Inc. | ENDPOINT-LINK | 3,114,779 | 7/11/2006 |
| ltron, Inc. | ENDPOINT-LINK | 3,009,291 | 10/25/2005 |
| ltron, Inc. | ENDPOINT-LINK PRO | 3,180,306 | 12/5/2006 |
| ltron, Inc. | ENDPOINT-LINK PRO | 3,232,764 | 4/24/2007 |
| ltron, Inc. | ERT | 1,488,241 | 5/17/1988 |
| ltron, Inc. | FIELD-PRO | 3,048,311 | 1/24/2006 |
| ltron, Inc. | FULCRUM | 1,736,173 | 12/1/1992 |
| ltron, Inc. | HH-PRO | 3,779,596 | 4/20/2010 |
| ltron, Inc. | ITRON | 1,519,639 | 1/10/1989 |
| ltron, Inc. | ITRON | 1,534,650 | 4/11/1989 |
| ltron, Inc. | ITRON | 1,534,229 | 4/11/1989 |

| U.S. Trademark Registrations Owner | Trademark | Reg. No. | Reg. Date |
|---|-----------------------------------|-----------|------------|
| Itron, Inc. | ITRON | 1,921,754 | 9/26/1995 |
| Itron, Inc. | ITRON | 3,206,569 | 2/6/2007 |
| Itron, Inc. | ITRON | 3,206,568 | 2/6/2007 |
| Itron, Inc. | ITRON | 3,268,925 | 7/24/2007 |
| Itron, Inc. | ITRON (Block Design) | 1,620,876 | 11/6/1990 |
| Itron, Inc. | ITRON (Stylized) | 2,700,984 | 3/25/2003 |
| Itron, Inc. | KNOWLEDGE TO SHAPE YOUR FUTURE | 2,832,366 | 4/13/2004 |
| Itron, Inc. | METRIS | 2,459,765 | 6/12/2001 |
| Itron, Inc. | MV-90 | 2,735,163 | 7/8/2003 |
| Itron, Inc. | MV-RS | 2,791,828 | 12/9/2003 |
| Itron, Inc. | NVANTA | 2,960,683 | 7/6/2005 |
| Itron, Inc. | NVANTA | 2,960,682 | 6/7/2005 |
| Itron, Inc. | NVANTA | 2,990,186 | 8/30/2005 |
| Itron, Inc. | OPENWAY | 3,354,275 | 12/11/2007 |
| Itron, Inc. | OPENWAY | 3,779,613 | 4/20/2010 |
| Itron, Inc. | OPENWAY | 3,786,311 | 5/4/2010 |
| Itron, Inc. | OPENWAY | 3,786,312 | 5/4/2010 |
| Itron, Inc. | PC-PRO | 1,762,009 | 3/30/1993 |
| Itron, Inc. | PC-PRO+ | 1,929,925 | 10/24/1995 |
| Itron, Inc. | PRO-READ | 1,732,595 | 11/17/1992 |
| Itron, Inc. | QUANTUM | 1,725,344 | 10/20/1992 |
| Itron, Inc. | SENTINEL | 2,742,864 | 7/29/2003 |
| Itron, Inc. | SERVICE-LINK | 3,124,184 | 8/1/2006 |

| U.S. Trademark Registrations Owner | Trademark | Reg. No. | Reg. Date |
|---|-----------------------|-----------------|------------------|
| Itron, Inc. | SERVICE-LINK | 3,088,235 | 5/2/2006 |
| Itron, Inc. | WATER SAVESOURCE | 3,613,542 | 4/28/2009 |
| Itron, Inc. | WATER SAVESOURCE | 3,613,541 | 4/28/2009 |
| Itron, Inc. | WATER SAVESOURCE | 3,617,209 | 5/5/2009 |
| Itron, Inc. | WATER SAVESOURCE Logo | 3,613,591 | 4/28/2009 |
| Itron, Inc. | WATER SAVESOURCE Logo | 3,613,590 | 4/28/2009 |
| Itron, Inc. | WATER SAVESOURCE Logo | 3,613,589 | 4/28/2009 |

Trademark Applications:

| U.S. Trademark Applications Owner | Trademark | App. No. | App. Date | Status |
|--|--------------------------|-----------------|------------------|---------------|
| ltron, Inc. | ITRON | 77/797,314 | 8/5/2009 | Pending |
| ltron, Inc. | ITRON (Stylized) | 77/797,351 | 8/5/2009 | Pending |
| ltron, Inc. | PC-PRO+ | 85/360,871 | 6/30/2011 | Pending |
| ltron, Inc. | SAVESOURCE | 77/421,643 | 3/13/2008 | Pending |
| ltron, Inc. | SAVESOURCE | 77/421,644 | 3/13/2008 | Pending |
| ltron, Inc. | SAVESOURCE | 77/421,647 | 3/13/2008 | Pending |
| ltron, Inc. | SAVESOURCE | 77/421,649 | 3/13/2008 | Pending |
| ltron, Inc. | WATER SAVESOURCE | 77/421,639 | 3/13/2008 | Pending |
| ltron, Inc. | WATER SAVESOURCE Logo | 77/442,208 | 4/7/2008 | Pending |